



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: A.L. Ghirnkar et al. Attorney Docket No.: GLEI119845  
Application No.: 09/837,360 Art Unit: 2681 / Confirmation No.: 9882  
Filed: April 18, 2001 Examiner: T.M. Beamer  
Title: SERVICE LEVEL INDICATION AND REGISTRATION PROCESSING  
IN A WIRELESS COMMUNICATION DEVICE

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING  
REJECTION OVER A PRIOR PATENT/ and STATEMENT UNDER 3.73(b)

Seattle, Washington 98101

June 1, 2006

TO THE COMMISSIONER FOR PATENTS:

Glenayre Electronics, Inc., a Colorado corporation having a principal place of business at 11360 Lakefield Drive, Duluth, Georgia 30097, represents that it is the owner of the entire right, title, and interest in the above-identified patent application by a chain of title from the inventors of the above-identified patent application to the current assignee as shown below:

1. From: Avinash L. Ghirnkar, Paul J. Lima, and Gregory J. Pinter  
To: Wireless Access

The document was recorded in the U.S. Patent and Trademark Office on June 2, 1998, at Reel 9234, Frame 0500.

2. *Nunc Pro Tunc* Assignment as of November 3, 1997  
From: Wireless Access, Inc.  
To: Glenayre Electronics, Inc.

The document was recorded in the U.S. Patent and Trademark Office on January 18, 2002, at Reel 012569, Frame 0116.

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LAW OFFICES OF  
CHRISTENSEN O'CONNOR JOHNSON KINDNESS<sup>PLC</sup>  
1420 Fifth Avenue  
Suite 2800  
Seattle, Washington 98101  
206.682.8100

3. *Nunc Pro Tunc* Assignment as of May 7, 2002

From: Glenayre Electronics, Inc.

To: Percomm, Inc.

The document was recorded in the U.S. Patent and Trademark Office on May 26, 2006, at Reel 017681, Frame 0583.

4. Assignment as of July 9, 2004

From: Percomm, Inc.

To: Peter L. Zimmerman

A copy of the document is attached herewith.

5. Assignment as of November 15, 2004

From: Peter L. Zimmerman

To: Glenayre Electronics, Inc.

A copy of the document is attached herewith.

The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer of prior U.S. Patent No. 6,216,001, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to prior U.S. Patent No. 6,216,001, this agreement to run with any patent granted on said above-identified application and to be binding upon the grantee, its successors, or assigns.

The owner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of prior U.S. Patent No. 6,216,001 in the event that said prior U.S. Patent No. 6,216,001: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of Glenayre Electronics, Inc.

Our enclosed Check No. 170756, in the sum of \$1,150, includes the \$130 terminal disclaimer fee under 37 C.F.R. § 1.20(d).

LAW OFFICES OF  
CHRISTENSEN O'CONNOR JOHNSON KINDNESS<sup>PLC</sup>  
1420 Fifth Avenue  
Suite 2800  
Seattle, Washington 98101  
206.682.8100

A S S I G N M E N T

THIS INDENTURE, made on <sup>July 9th</sup> ~~June~~ \_\_, 2004, by and between PERCOMM, INC., a corporation duly established by law and having an usual place of business in Woburn, County of Middlesex, Commonwealth of Massachusetts, (hereinafter referred to as the "DEBTOR"), and PETER L. ZIMMERMAN, ESQUIRE, of the law firm of SILVERMAN & KUDISCH, P.C., 1320 Centre Street, Newton Center, Middlesex County, Commonwealth of Massachusetts, (hereinafter referred to as the "ASSIGNEE").

## WITNESSETH:

The said DEBTOR does hereby grant, bargain, sell, convey, assign, transfer and set over unto the said ASSIGNEE all and singular the property, and estate of whatever nature, both real and personal, wherever situated, to which the DEBTOR is entitled, and not exempt from attachment by the law of its locus, including but not limited to all assets, land, buildings, machinery, merchandise, fixtures, inventory, office equipment and supplies, patents, trademarks, licenses, tradenames, trade secrets, secret processes and formulae, customer lists and records, contract rights, insurance contracts, name and goodwill, stocks, bills, notes, judgments, suits of law or in equity, accounts receivable, or other choses in action, and all deeds, books of account, evidence of title and papers relating to the business dealing and property of the DEBTOR and the proceeds of any or all of the foregoing (hereinafter referred to as the "Trust Property" or "Trust Estate").

All mail of all classes, all parcel post and express material, all telegrams, radiograms and other communications otherwise deliverable to the DEBTOR shall be delivered to the ASSIGNEE or as he may in writing direct.

TO HAVE AND TO HOLD all of the Trust Property to the ASSIGNEE, his heirs, executor, administrator, successor and assigns, to his own use and behoof forever, IN TRUST nevertheless, for the purpose of and subject to the provisions hereinafter set forth.

The said DEBTOR does hereby covenant with the said ASSIGNEE that it will, whenever requested, give him all information in its power concerning the property hereby assigned, and will execute, acknowledge and deliver to the said ASSIGNEE at the cost of said ASSIGNEE, whenever requested, any further instrument or instruments that said ASSIGNEE thinks necessary or proper to carry out the true intent and purpose of these presents.

The ASSIGNEE by writing recorded where this indenture is recorded, as an amendment thereto, may at any time refuse to accept any property or right hereunder which in his opinion is by law exempt from attachment or is onerous, unprofitable or burdensome rather than beneficial to the trust estate; thereupon all title thereto by him hereunder acquired shall revert in the DEBTOR as though never included herein, and as to that property or right the said ASSIGNEE shall have no right or obligation.

And the said DEBTOR does hereby constitute the said ASSIGNEE, and his successors under this trust, the irrevocable

attorney of said DEBTOR, with irrevocable power coupled with an interest, with the power of substitution, in the name of said DEBTOR, but to the use and at the cost of the ASSIGNEE, to begin or carry on any suit, execute, seal, acknowledge and deliver any instrument, and to do any other act or thing necessary or proper to obtain legal title to or possession of or to realize on, manage, pledge, mortgage, and dispose of the Trust Property or any part thereof, or to carry out the true intent and purpose of this instrument.

This assignment is made upon the trusts and subject to the provisions following, to wit:

FIRST: The ASSIGNEE, primarily in the interest of creditors, shall hold and manage the Trust Property, receive and collect the rents, income and proceeds thereof and convert the said Trust Property into money as rapidly as he may think expedient and in such manner as he may think best.

SECOND: The ASSIGNEE shall have the power, in the execution of the trust, from time to time, to sell, lease, mortgage or pledge all or any part or parts of the Trust Property and/or to grant licenses thereunder at public or private sale, for cash or on credit or for any other good consideration, on such terms as he thinks fit, and to convey and transfer the same by good and sufficient deeds or other instruments to the purchaser or purchasers, free from any trust, and no such purchaser shall in any event be responsible for the application of the purchase money or other consideration; and the said ASSIGNEE may buy in,

rescind or vary any such contract of sale, and resell any such property, without being answerable for any loss occasioned thereby.

THIRD: Said ASSIGNEE may, if and so far as he may deem it advisable for the orderly liquidation of the trust estate as a going business, as well as to ensure reasonable liquidation value thereof, continue and carry on the business of the DEBTOR or any part thereof, and for that purpose only use any part of the Trust Property, and make any payments therefrom or from the proceeds thereof, and purchase any goods or materials and pay therefor with any money in his hands as such ASSIGNEE or purchase the same on credit and render said Trust Property liable for the price thereof.

FOURTH: Said ASSIGNEE may pay from said Trust Property from time to time any sums that he may deem expedient to protect and preserve said Trust Property, including payment for repairs, balances due for property purchased by the DEBTOR under conditional sales, premiums for fire and other insurance, interest or encumbrances, wages of watchmen and caretakers, charges for storage, and other expenses which he may deem to be for the benefit of said Trust Property, and including any wages due to employees entitled to a priority under the provisions of the Bankruptcy Code at the time of the making of this assignment so far as said ASSIGNEE may, in his discretion, deem said payments reasonable to protect and preserve said business, or any part of the Trust Property.

FIFTH: Said ASSIGNEE may institute and prosecute all suits of legal proceedings which he may think proper for the recovery of any property belonging or supposed to belong to or any debt or debts due or supposed to be due to the DEBTOR and may defend all suits or legal proceedings brought to recover any property heraby transferred to him and may compromise, compound or refer to arbitration such suit or legal proceeding or claim or demand by or against him or arising out of the execution of this trust, on such terms as he may think fit and may pay all costs, charges, expenses and liabilities so incurred from said Trust Property.

SIXTH: Said ASSIGNEE may in his discretion, from time to time, from said Trust Property or the proceeds thereof pay and discharge any claims for taxes, whether Municipal, State or Federal, and may pay to any person having a mortgage, lien, attachment or other security upon said Trust Property, or any part thereof, any sum he may deem expedient in order to secure the relinquishment thereof, and may cause such mortgage, lien, attachment or other security to be discharged, or to be assigned to, or otherwise kept in full force for him, and for the benefit of said Trust Property and may satisfy and discharge any other debt or debts due by said DEBTOR which he may deem expedient for the benefit of this trust.

SEVENTH: Said ASSIGNEE may make payment or do or omit any other act upon such evidence of existence of any fact necessary to authorize such act or omission as he may deem satisfactory, and shall incur no liability thereby. Any receipt or acquittance

given by said ASSIGNEE shall be a sufficient discharge in favor of the person to whom it is given, and no person dealing with said ASSIGNEE shall under any circumstances be bound to ascertain or inquire as to any fact or event or purpose justifying the exercise of any power herein conferred upon said ASSIGNEE or the propriety or regularity of any exercise of or act purporting to be an exercise of any such power.

EIGHTH: Any person or firm having any debt or claim that would be provable in bankruptcy against the estate of said DEBTOR, under the bankruptcy laws of the United States, (Title 11 of the United States Code), may become a party to this instrument to the extent of such debt or claim as an assenting creditor by executing an assent to this instrument or any copy thereof, or by specifically assenting to the same in writing in form satisfactory to the ASSIGNEE within ninety (90) days after the date hereof, or within such further time as said ASSIGNEE may fix; and said ASSIGNEE may from time to time as often as he may think fit extend such time by notice in writing and may at any time in his discretion permit any creditor to become a party hereto though no such extension of time has been made by them. Any creditor not so assenting to or not accepting this instrument shall be entitled to any benefits here from.

NINTH: Any person secondarily liable as endorser or otherwise on any note, draft, acceptance or other obligation in which any assignor is primarily liable may become a party to this instrument as an assenting creditor, according to the terms



hereof, provided such person has taken up and become a legal holder and owner of such note, draft, acceptance or obligation, not less than thirty (30) days before any dividend shall be declared hereunder, and provided that no prior holder or owner of such note, draft, acceptance or other obligation has, in respect thereto, previously become a party to this instrument as an assenting creditor.

TENTH: The ASSIGNEE shall determine the amounts of debts or claims of each of the several assenting creditors, respectively due from the DEBTOR, that would have been provable in bankruptcy against the said DEBTOR. Such amounts shall be computed as if payable on the day of the date hereof, adding or deducting interest, as the legal requirements or the case may be. The ASSIGNEE may for this purpose require the several assenting creditors to verify their respective claim by affidavit or other evidence satisfactory to the ASSIGNEE and may refer any disputed claim to arbitration in such manner as he may think fit, and make any compromise or agreement as to the amount thereof as he may deem expedient.

ELEVENTH: In case any assenting creditor has any security for this debt by lien or encumbrance, except by attachment upon any part of the Trust Property made less than ninety (90) days before the date of this instrument, said ASSIGNEE shall deduct the value of such security, determined by sale or otherwise, from such debt or claim, and the balance shall be deemed for the purposes of this instrument the amount due such creditor; or said

ASSIGNEE may accept a surrender of such security, and ascertain the amount due without any such deduction. In case of security by attachment made less than ninety (90) days before the date of this instrument upon any part of said Trust Property, such assenting creditor shall relinquish said attachment, or continue the same for the benefit of said ASSIGNEE, and permit him to enforce the same for the benefit of the Trustee Estate; otherwise no part of the claim secured by said attachment shall be allowed by said ASSIGNEE, and such creditor shall not be entitled to any rights hereunder in respect thereof; but said ASSIGNEE may, pursuant to Article Sixth above, pay any sum, for costs or otherwise, necessary to secure the relinquishment of such attachment.

TWELFTH: After paying from said Trust Property, or the proceeds thereof, all the costs, charges and expenses incurred in the execution of this trust, including counsel fees and reasonable compensation for his services, said ASSIGNEE shall pay therefrom: (1) all sums due in accordance with the priority of the United States Government as established by 31 U.S. Code §3713; (2) all wages, remaining taxes, debts and claims entitled to priority under the bankruptcy laws of the United States, in the order of such priority under the bankruptcy laws of the United States, in full, or if the property is insufficient to pay any class in full, then pro rata among those claims; (3) after such priority payments the amounts ascertained to be due the assenting creditors not entitled to priority of payment shall be

made according to said bankruptcy laws. In the event the remaining property is insufficient to pay the amounts as certified to be due in full to assenting creditors, they shall be paid pro rata.

THIRTEENTH: Said ASSIGNEE may make the payments provided for by either paying dividends from time to time as he shall think fit or making a single distribution when all of said property has been converted into money, and, shall so far as practical, assist the DEBTOR, and also the assenting creditors hereunder, to arrive at a satisfactory compromise or settlement of the debts owing by said DEBTOR, and is authorized to make payments in such manner and at such times as may hereinafter be mutually agreed upon in such compromise agreement between the DEBTOR and the said assenting creditors, if any shall be made, provided such creditors shall not receive a disproportionate payment.

FOURTEENTH: In case a petition in bankruptcy is filed by or against said DEBTOR within ninety days after the date of this instrument, and an adjudication is had in the proceedings therein, or in case an interim trustee is appointed therein by the Bankruptcy Court prior to adjudication, or if a proceeding for relief under the bankruptcy laws of the United States is filed by the DEBTOR by way of petition or answer within ninety days after the date hereof, and the said Court accepts and retains control of said proceedings, the ASSIGNEE hereunder shall deliver and transfer to any such trustee, interim or otherwise,

or other person entitled thereto so much of the Trust Property in his hands to which said trustee or said other person may by law be entitled, except any property that said ASSIGNEE hereunder could not effectually transfer; reserving, however, such sums as are necessary to pay all reasonable expenses then already incurred in the execution of this trust, including compensation for said ASSIGNEE and to indemnify said ASSIGNEE against all liabilities then outstanding, arising from this trust. Thereupon the trust hereby created shall cease except as to the property, if any, not so transferred.

FIFTEENTH: If the DEBTOR is a corporation, then in the event of the entry of an order within ninety days from the date hereof approving the filing by the DEBTOR of a petition or answer in proceedings under the provisions of the bankruptcy laws of the United States, as amended, the ASSIGNEE shall transfer and deliver such property and proceeds as may then be in his hands, excepting any property which he cannot effectually transfer, to the DEBTOR or trustee or person entitled thereto, reserving, however, such sums as necessary to pay all reasonable expenses then already incurred in the execution of this trust, including compensation for said ASSIGNEE, and to indemnify said ASSIGNEE against all liabilities then outstanding arising from this trust. Thereupon the trust hereby created shall cease except as to the property, if any not so transferred.

SIXTEENTH: No ASSIGNEE under this instrument whether named herein or afterwards appointed as hereinafter provided, shall be

liable for more money or property that he shall actually receive, or for any act or omission of a CO-ASSIGNEE, if any, or of any agent or servant employed by said ASSIGNEE, or in any event be liable, except for his own personal and willful acts and omissions, nor shall any ASSIGNEE be bound to give any bond or security for the performance of this trust.

SEVENTEENTH: Any ASSIGNEE under this instrument may at any time, by instrument in writing and under seal, resign his trust, and upon such resignation taking effect, as hereinafter provided, shall be relieved of any further duties, and cease to have any further powers as ASSIGNEE hereunder. Any sole ASSIGNEE hereunder shall before resigning his trust, appoint a successor ASSIGNEE as hereinafter provided. In case of such resignation, or of a vacancy arising by death or inability to act, the remaining ASSIGNEE or ASSIGNEES and, if none, then a majority in value of the assenting creditors may by instrument in writing under seal, appoint a successor to fill such vacancy. The ASSIGNEE hereunder may, at any time, in his discretion, in like manner appoint one or more CO-ASSIGNEES to act with him. Every resignation of an ASSIGNEE and appointment of a new ASSIGNEE shall be recorded wherever this instrument is recorded and shall not take effect until so recorded. Upon the appointment of any person as an ASSIGNEE as above provided, such person shall forthwith upon written acceptance of this trust become entitled to all the estates, interests, rights, privileges and powers, and subject to all the liabilities and duties, herein provided,

solely or jointly with any other person or persons then entitled as ASSIGNEE or ASSIGNEES hereunder as the case may be, without any further conveyance or deed; but any ASSIGNEE ceasing to act, and the heirs, executors and administrators or any deceased ASSIGNEE, shall upon written request execute any further instrument that may be deemed expedient completely to vest title in any newly appointed ASSIGNEE.

EIGHTEENTH: the said ASSIGNEE hereby accepts the trust created by this instrument and hereby covenants for himself and his executors, heirs, and administrators, with the other parties hereto, that he will faithfully perform said trust, and that, upon ceasing to act as such ASSIGNEE, he or his heirs, executors or administrators will, if requested, execute at the expense of said Trust Estate any instruments that may be deemed expedient to vest completely title in any newly appointed ASSIGNEE or ASSIGNEES.

NINETEENTH: Each of the assenting creditors, becoming such as provided in Article EIGHT above, by becoming a party hereto, and in consideration of the terms hereof, covenants to accept and take, and does accept and take, in full satisfaction and discharge of all debts and claims provable or allowable under the terms of this instrument, the sum or sums that may become payable to him hereunder, and releases said DEBTOR from every such debt or claim, and these presents may be pleaded in bar in any proceeding to enforce any such debt or claim; and covenants, upon request from said ASSIGNEE, to discontinue any suit or proceeding

pending against said DEBTOR, or to permit the ASSIGNEE to prosecute the same for the benefit of the trust if he shall so elect; provided, however, that this covenant and release shall in no way affect the liability to such creditor of any person, other than the DEBTOR, liable for any such debt or claim contingently or absolutely or jointly with said DEBTOR, or the right of said creditor to proceed or continue proceedings against such other person, but, in case the DEBTOR is a necessary party to such proceeding, satisfaction therein shall be taken only against such other person; and provided further, that in case of proceedings in bankruptcy as provided in Articles FOURTEENTH and FIFTEENTH above, this release and these covenants shall be void except as to the amount of any sum actually received hereunder. And each of the said assenting creditor further covenants as aforesaid not to transfer, after accepting this Assignment, any negotiable instrument on which the DEBTOR is liable, without endorsing thereon a memorandum that the same is subject to this Assignment.

TWENTIETH: Addenda, if any, to this indenture, signed by the DEBTOR and ASSIGNEE are incorporated herein by reference and made a part hereof. All the provisions of this instrument shall be binding on and in favor of the respective heirs, administrators, successors and assigns of the several persons, partnerships, corporations or other entities, parties hereto.

In the construction of this Indenture, the word "DEBTOR", "ASSIGNEE", and "assenting creditors", and the pronouns referring thereto, shall be read in the singular or plural number and in

the masculine, feminine or neuter gender, and shall include the respective heirs, executors, administrators, successors and assigns as the case may be, as the facts and context may require or admit.

IN WITNESS WHEREOF, EDMOND K. FUNG, PRESIDENT of the said PERCOMM, INC., Debtor, and PETER L. ZIMMERMAN, ESQUIRE, as ASSIGNEE have set their respective hands and common seal as their own, and each of said parties that is a corporation, has caused these presents to be signed in its name and behalf and its corporate seal to be hereto affixed by the officer of said corporation named as executing the same for it, such officer being thereunto duly authorized, the day and year first above written.

This instrument is executed in three original counterparts all of like tenor, and together constitute one Indenture.

Dated at LEXINGTON, Massachusetts this 09<sup>th</sup> day of ~~June~~ <sup>July</sup>, 2004.  
PerComm, Inc.

By

Edmond K. Fung  
EDMOND K. FUNG, PRESIDENT  
Peter L. Zimmerman  
PETER L. ZIMMERMAN, ASSIGNEE

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Lexington ~~Woburn~~, Massachusetts  
~~July~~ ~~June~~ <sup>09<sup>th</sup></sup>, 2004

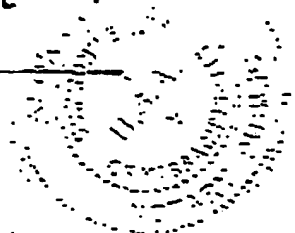
On this 09<sup>th</sup> day of ~~June~~ <sup>July</sup>, 2004, before me, the undersigned notary public, personally appeared EDMOND K. FUNG, as PRESIDENT for PERCOMM, INC., the DEBTOR, who proved to me through satisfactory evidence of identification, which is Mass driver license, to be the person whose name is signed



on this document and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public  
My Commission Expires  
September 17, 2010

  
NOTARY PUBLIC




COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

Newton, Massachusetts  
~~July~~ June 12, 2004

On this 12 day of ~~June~~ <sup>JULY</sup>, 2004, before me, the undersigned notary public, personally appeared PETER L. ZIMMERMAN, who proved to me through satisfactory evidence of identification, which is A MASSACHUSETTS DRIVERS LICENSE, to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose.

general\percom\assign.ben

  
NOTARY PUBLIC  
LISA B. DARMAN  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES 9/26/08

## ASSIGNMENT OF PATENTS

WHEREAS, Peter L. Zimmerman (hereinafter referred to as "ASSIGNOR"), pursuant to that certain assignment agreement between PERCOMM, INC., a Massachusetts corporation, and ASSIGNOR dated July 9, 2004, is the owner of the pending patent applications and issued patents in the United States Patent and Trademark Office, as referenced in the following Table A:

Table A

PATENT NO.	PATENT TITLE
5428638	METHOD AND APPARATUS FOR REDUCING POWER CONSUMPTION IN DIGITAL COMMUNICATIONS DEVICES
5631503	APPARATUS FOR GENERATING POWER FOR USE IN A COMMUNICATIONS DEVICE
6088457	METHOD AND APPARATUS FOR OVER THE AIR PROGRAMMING A COMMUNICATION DEVICE
6107967	BILLBOARD ANTENNA
6216001	SERVICE LEVEL INDICATION AND REGISTRATION PROCESSING IN A WIRELESS COMMUNICATION DEVICE

WHEREAS, ASSIGNOR has entered into that certain Asset Purchase and Licensing Agreement dated November 15, 2004 (hereinafter referred to as "AGREEMENT") with Glenayre Electronics, a Colorado corporation, with principal offices at 11360 Lakefield Drive, Duluth, Georgia 30097 (hereinafter referred to as "ASSIGNEE"), pursuant to which ASSIGNOR assigns to ASSIGNEE, in accordance with the terms and conditions of the AGREEMENT, the entire right and title to and interest in said pending patent applications and issued patents for said inventions listed in Table A above;

NOW, THEREFORE, effective November 15, 2004, for sufficient, good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer unto ASSIGNEE its entire right, title to and interest in said pending patent applications and issued patents for said inventions listed in Table A, including, but not limited to, the right to apply for international patents and patents thereon in foreign countries in the name of ASSIGNEE, said inventions and all applications and issued patents on said inventions to be held and enjoyed by ASSIGNEE as entirely as the same would have been held and enjoyed by ASSIGNOR has this assignment and transfer not been made, and ASSIGNOR, at ASSIGNEE's expense, does hereby further agree and promise to execute all instruments and render all reasonable assistance as ASSIGNEE may request in order to confirm in ASSIGNEE legal title to said inventions and all applications and issued patents on said inventions.

Executed in NEWTON, Massachusetts, this 15th day of November, 2004.

Peter L. Zimmerman,  
Assignee

By: Peter L. Zimmerman / Assignee

State of MASS

County of MIDDLESEX

On this 15th day of November, 2004, personally appeared before me, Peter L. Zimmerman, known to be the individual named above who executed the within and foregoing instrument, on oath stated that he was authorized to execute the instrument as the assignee of all assets owned by Percomm, Inc., and acknowledged it to be the free and voluntary act and deed, for the uses and purposes therein mentioned.

Lisa B. Darman  
NOTARY PUBLIC ISA B. DARMAN  
My Commission NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES 9/26/08